

EXHIBIT 6

Court File No. 18-75823

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**The Honourable
Mr. Justice Beaudoin**

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)
)

Wednesday THE 8TH
DAY OF May 2019

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

**HNB INVESTMENT CORP. and
NATIONAL RAILROAD PASSENGER CORPORATION**

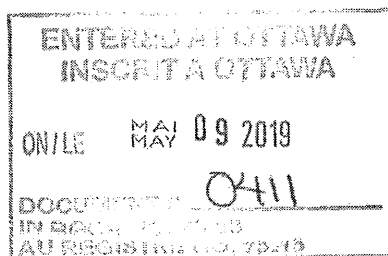
Respondents

ORDER

THIS MOTION, made by the applicant, Export Development Canada, for an order staying the within proceeding in accordance with a standstill agreement entered into by the parties was read this day at 161 Elgin Street, Ottawa, Ontario.

ON READING the motion record of the moving party, including the notice of motion, affidavit of Stefan Kimpton and exhibits thereto;

1. THIS COURT ORDERS that this action be stayed in accordance with the standstill agreement attached hereto as Schedule "A."



Handwritten signature of the judge, Mr. Justice Beaudoin, over a circular court seal.

SCHEDULE "A"

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ONTARIO
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BETWEEN:

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Applicant

- and -

HNB INVESTMENT CORP. and
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Respondents

STANDSTILL AGREEMENT

WHEREAS, on March 13, 2018, Export Development Canada ("EDC" or "Applicant") filed an Application (Court File No. 18-75823) ("Application") in the Ontario Superior Court of Justice ("Court") against HNB Investment Corp. ("HNB" or "Respondent") and National Railroad Passenger Corporation ("Amtrak" or "Respondent") (collectively, "Parties");

WHEREAS, the Application seeks a declaration of EDC's rights under a Guarantee Agreement ("Guarantee") that EDC executed in connection with a transaction that occurred on or about November 6, 2000 ("Transaction") involving the lease of eight (8) electric locomotives and up to ten (10) high-speed trainsets ("Lease");

WHEREAS, the parties to the Transaction were Amtrak as Lessee; Amtrak Trust HS-EDC-1, as lessor, and trustee Wilmington Trust Company ("WTC"), as Owner Trustee acting as lessor under the Lease, together as Lessor; HNB, an affiliate of Philip Morris Capital Corporation, as Owner Participant; Allfirst Bank (now M&T Bank) as Indenture Trustee; and EDC as both Loan Participant and Guarantor;

WHEREAS, the Transaction involved the execution of, among other documents, a Lease between Amtrak and the Lessor as well as a separate Guarantee between EDC and HNB;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED THAT:

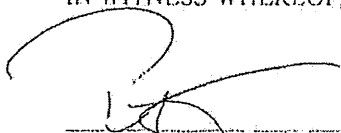
1. The Application is stayed, and all deadlines that may otherwise pertain to the Application are tolled, without prejudice to and expressly reserving all of the Parties' respective rights and positions concerning the matters addressed in the Application, including any objections or defenses, including those related to personal jurisdiction, venue, and whether any party to the Application is properly named, until such time as the dispute among HNB and Amtrak and their affiliates concerning Amtrak's compliance with the Lease and related

documents, including but not limited to the existence of any Lease Event of Default, ("Underlying Dispute"), is resolved ("Standstill Period");

2. For purposes of this Standstill Agreement ("Agreement"), resolution of the Underlying Dispute shall be defined as the date on which: (i) a final non-appealable court judgment on all claims on the merits of the Underlying Dispute is entered; or (ii) a settlement is reached resolving any or all claims at issue in the Underlying Dispute, whichever occurs first ("Final Resolution"). For the avoidance of doubt, nothing in this Agreement shall preclude the Parties hereto, including EDC, from participating in settlement negotiations, subject to the privileges set forth in United States Federal Rule of Evidence 408 and all analogous or otherwise applicable legal authority, in an effort to reach agreed resolution of the Underlying Dispute during the term of this Agreement;
3. The Parties shall not seek to adjudicate the subject matter of the Application in any other jurisdiction during the Standstill Period; provided, however, that nothing in this Agreement is intended to or shall limit or otherwise prejudice Respondents' rights or positions concerning the Underlying Dispute, and for the avoidance of doubt shall not limit or otherwise constrain the jurisdiction, venue, adjudication or other pursuit of proceedings concerning the Underlying Dispute;
4. Respondents HNB and Amtrak shall not make any demand, assert any claim, commence any legal proceeding or seek payment against the Applicant in its capacity as Guarantor during the Standstill Period; provided, however, that nothing in this Agreement shall prohibit Respondents from pursuing third party discovery or other legal process against Applicant as they or a court of competent jurisdiction may deem necessary or appropriate in resolving the Underlying Dispute;
5. No Party shall notice or otherwise request a Hearing Date on the Application except in accordance with the terms of this Agreement, and such notice or request shall provide all Parties with no less than sixty (60) days advance notice of any such Hearing Date; moreover, no Party shall make a motion or file any document before the Court except in accordance with the terms of this Agreement;
6. EDC shall file or otherwise bring this Agreement to the attention of the Court, on behalf of all the Parties, and if necessary shall seek a case management conference or other Court action to give effect to the provisions found in this Agreement. The Parties shall cooperate and take all necessary steps to give effect to this Agreement before the Court. Where EDC is in receipt of notices from the Court regarding this Application that are not copied to the Respondents, EDC shall provide a copy of such notices to the Respondents;
7. The validity, interpretation, construction and performance of this Agreement shall be governed by the applicable laws of the Province of Ontario and the federal laws of Canada;
8. This Agreement may be executed and delivered by facsimile or .pdf signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument;


9. This Agreement constitutes the entire agreement among the Parties with respect to the Application and shall not be modified, except with the written consent of all Parties;
10. The Parties agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with its terms or otherwise breached. Accordingly, each of the Parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of competent jurisdiction, this remedy being in addition to any other remedy to which a Party is entitled at law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of January 31, 2019:



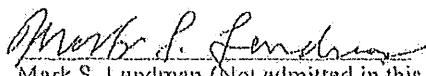
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EXPORT DEVELOPMENT CANADA

- and - HNB INVESTMENT CORP. et al.

Applicant

Respondents

Court File No.

18-75823

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Ottawa

ORDER

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